

RESOLUTION NO. 39-2022

Introduced by Matt Grieves

A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT WITH ANDREA F. ROCCO FOR THE PROVISION OF LEGAL SERVICES PERTAINING TO EMPLOYMENT LAW AND HUMAN RESOURCES MATTERS AT AN ANNUAL SALARY OF TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00) FOR THE CITY OF HURON THROUGH DECEMBER 31, 2022.

WHEREAS, Andrea F. Rocco has extensive legal experience in the field of Human Resources and has agreed to provide legal services pertaining to employment law and human resources matters for the City of Huron in all cases wherein she does not have a conflict; and,

WHEREAS, such representation and obligations are set out in the Employment Agreement attached hereto as Exhibit "A"; and

WHEREAS, Andrea F. Rocco is a member in good standing of the Ohio State Bar Association and has experience in employment law; and

WHEREAS, the City and Ms. Rocco will enter into an employment agreement for a period commencing on or about March 23, 2022 and ending on December 31, 2022; and,

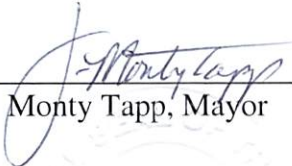
WHEREAS, the City Council of the City of Huron finds that it is in the best interest of the City and the residents of the City to enter into an agreement with Andrea F. Rocco for attorney services pertaining to employment law and human resources matters through December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. The Huron City Council authorizes the City Manager to execute the Employment Agreement for attorney services pertaining to employment law and human resources between Andrea F. Rocco and the City of Huron, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.



Monty Tapp, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 22 MAR 2022

EMPLOYMENT AGREEMENT
(Employment Law and Human
Resources Services)

This Employment Agreement ("Agreement"), entered into by and between the City of Huron, Ohio, a Charter Municipality located at 417 Main Street, Huron, Ohio (hereinafter referred to as "City") and Andrea F. Rocco, Esq. (hereinafter referred to as "Rocco")(with the City and Rocco being individually referred to herein as "Party" and collectively referred to herein as "Parties") for the provision of legal services pertaining to employment law and human resources matters for the City of Huron, is to EVIDENCE THAT:

SECTION 1. SCOPE OF WORK

1.1 Rocco shall serve as an at-will employee and at the pleasure of the City under the direction of the Law Director and City Manager, and shall fulfill duties pertaining to provision of legal services pertaining to employment law and human resources matters for the City as such matters may arise from time to time. The Parties acknowledge and agree that the duties Rocco may be requested to address during the term of this Agreement may include (but not be limited to):

- (a) Updating the City's employee handbook;
- (b) Ensuring annual training for all City employees that would be beneficial or that is required;
- (c) Onboarding new employees;
- (d) Managing grievance matters;
- (e) Assisting with workers compensation matters;
- (f) Participating in healthcare and benefits enrollment and other needs;
- (g) Participation in bargaining unit negotiations as needed;
- (h) Addressing periodic inquiries pertaining to labor and/or employment law; and
- (i) Any and all other employment-related matters as directed by the City Manager.

1.2 Rocco shall be at all times during the life of this Agreement be a licensed practicing attorney in good standing with the Ohio Supreme Court.

SECTION 2. TERM

2.1 This Agreement shall be effective upon execution by all parties (the "Effective Date"), and the term of this Agreement shall terminate as of 11:59 p.m.. Eastern Standard Time on December 31, 2022. Either party hereto may terminate this Agreement, for any or no reason, on sixty (60) days prior written notice to the other party.

2.2 Early termination of this Agreement shall relieve the City of any obligation to provide compensation in excess of days and hours actually worked. Upon properly served notice of early termination, the City shall compensate Rocco for all compensation due upon the effective date of termination.

SECTION 3. COMPENSATION

3.1 Commencing as of the Effective Date, the initial annual salary for this position shall be established at \$25,000.00 commencing from and after the Effective Date and shall be payable in bi-weekly installments (albeit prorated to account for the commencement of the term being other

than January 1). Compensation provided pursuant to the terms herein shall be subject to all federal, state, and local tax withholdings.

3.2 Compensation provided pursuant to the terms herein shall be subject to all statutorily required pension obligations. The City shall reduce Rocco's gross compensation, which is subject to and qualifies as compensation subject to contributions to the Ohio Public Employee's Retirement System, by the statutory member amount and shall contribute to the Ohio Public Employee's Retirement System that amount which is statutorily required as employer contribution.

3.3 The City shall, in reporting and making remittances to the Ohio Public Employees Retirement System, report that Rocco's contribution has been made as provided by statute.

SECTION 4. HOURS OF WORK

4.1 Rocco shall be available to address matters outlined in Section 1.1 when necessary or applicable and as reasonably directed by the City Manager. The parties intend that Rocco will be working in the City offices on Tuesday afternoons until approximately 4:00 PM Eastern Standard Time unless Rocco has prior commitments, and the City acknowledges and agrees that Rocco maintains other obligations that may periodically require Rocco to adjust her schedule and/or work different days of the week as needed.

4.2 Rocco understands and agrees that this appointment is not subject to overtime compensation.

SECTION 5. HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS

5.1 Rocco understands and agrees that this appointment is not subject to receipt of health, disability, and life insurance benefits, but Rocco shall be covered under the City's professional liability insurance policy(ies) unless the City modifies and/or changes said coverages on no less than sixty (60) days prior written notice to Rocco.

5.2 The Parties agree that this Agreement shall supersede any obligation of the City to provide health, disability, and life insurance benefits.

SECTION 6. VACATION, SICK, HOLIDAYS AND PERSONAL LEAVE BENEFITS

6.1 Rocco understands and agrees that this appointment is not subject to receipt of vacation, sick, holidays and personal leave benefits.

SECTION 7. OTHER TERMS AND CONDITIONS

7.1 The City, upon agreement with the Rocco, may fix such other terms and conditions as it may determine from time to time, that are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, Codified ordinances or other applicable law.

7.2 All notices pursuant to this Agreement, shall be sent by simultaneous U.S. Certified mail, return receipt required or recognized overnight courier (e.g., UPS, FedEx, etc.) and U.S. Regular Mail to the following:

City of Huron
Attn: City Manager
417 Main St.
Huron, Ohio 44839

Andrea F. Rocco
3110 Dover Center Road
Westlake, Ohio 44145

7.3 This Agreement sets forth the entire agreement between the Parties relating to Rocco's provision of employment law and human resources services to the City and shall be interpreted in accordance with the laws of the State of Ohio.

7.4 The Parties, by mutual written agreement, may amend this Agreement during its life. Such amendments shall be incorporated as an exhibit and approved by the City and Rocco in writing.

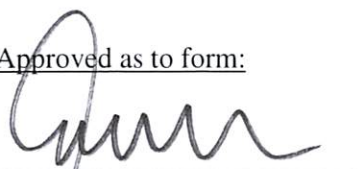
7.5 This Agreement shall be binding on Rocco, her heirs, executors, personal representatives and agents, and on the City and the successors to the Council members.

7.6 The invalidity or partial invalidity of any portion of the Agreement shall not affect any other provision. In the event that any provision or partial provision is held to be invalid by a court of competent jurisdiction, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement of judicial modifications of the invalid provision or partial provision.

City of Huron

By: 
Matthew Lasko, City Manager


Andrea F. Rocco, Esq.

Approved as to form:

Todd A. Schrader, Law Director